



**Jones County Board of Commissioners**  
P.O. Box 1359  
166 Industrial Blvd.  
Gray, Georgia 31032

**Jason Rizner**  
County Administrator

# **INVITATION TO BID**

# **ROADSIDE HERBICIDE APPLICATION**

**Issue Date: Thursday, February 13, 2020**

**JONES COUNTY BOARD OF COMMISSIONERS**  
**166 INDUSTRIAL BLVD./P.O. BOX 1359**  
**GRAY, GA 31032**  
**PHONE: (478) 986-6405**  
**ATTN: JASON RIZNER, COUNTY ADMINISTRATOR**

**BIDS WILL BE RECEIVED UNTIL MARCH 12, 2020 AT 3:00 P.M.**

**PROPOSALS ARE TO BE SEALED AND MAILED VIA USPS, FEDEX OR UPS TO THE ABOVE ADDRESS OR HAND DELIVERED TO THE COUNTY ADMINISTRATOR'S OFFICE LOCATED IN THE JONES COUNTY GOVERNMENT CENTER AT 166 INDUSTRIAL BLVD., GRAY, GA 31032. ENVELOPES SHOULD BE MARKED WITH "SEALED BID – ROADSIDE HERBICIDE APPLICATION."**



## **INVITATION TO BID**

The Jones County Board of Commissioners is accepting sealed bids for roadside herbicide spraying. Sealed bids will be accepted until 3:00 PM on Thursday, March 12<sup>th</sup>, 2020 when they will be opened and read aloud in the Government Center Conference Room, 166 Industrial Blvd. Gray, GA 31032. Any questions should be directed to Leslie Faulk via e-mail at [leslie.faulk@jonescountyga.org](mailto:leslie.faulk@jonescountyga.org).

Following award of bid and prior to beginning of work Contractor agrees to the following:

- Work shall be performed in accordance with applicable federal, state and local laws and regulations.
- Contractor will provide a certificate of insurance as outlined in the attached insurance requirements.
- It is understood that the quantities shown by the attached bid sheet are approximate only and subject either to increase or decrease and any increases or decreases are to be paid for at the contract unit price given within the attached bid sheet. Any overages will need to be approved by change order by the County Administrator.
- Bidder is required to submit the attached Prime Contractors Work Authorization Certification and affidavit verifying status for County Public Benefit Application.
- Contractor shall be responsible for all signage necessary for job construction.
- Contractor shall be responsible for the removal and proper disposal of trash and debris.

### **Specifications**

- This bid is requesting pricing for vertical spraying on dirt roads only. Vertical brush spraying on **dirt** roads should be submitted in **“per acre” format**.
- **SERVICE REQUIREMENTS**
  - Herbicide Application Service: The successful bidder will furnish herbicide application services along specified roadways. The service will consist of a uniform broadcast spray application of herbicides to all terrestrial areas within the parameters listed in this document.
  - Herbicide Applicator Supervisor Experience: Bidders shall appoint a representative or supervisor with a minimum of five (5) years of experience as an applicator, and bidder is required to submit a brief outline documenting this work



experience with their bid. This supervisor must serve as the contact person for the County.

- Bidder References: The bidding vegetation management company shall have documented proven, successful contracts from at least three Georgia customers that the offeror supports as similar in scope, complexity, and cost as per the requirements of this specification. These existing customers shall be available for reference and their contact info included on the form included in this bid document.
- No subcontractors will be allowed on this project.
- Frequency of Applications:
  - Dirt ROW (Vertical Brush) – 1 application per year.
- Approximate Mileage: Although exact quantities will be determined after receipt of bids, we plan to spray **approximately 100 miles of dirt road**. Jones County does not commit to purchasing this quantity.
- Licensing Requirements: Each bidding Contractor (Company) shall have a current Georgia Commercial/Contractor Applicators License issued by the Georgia Department of Agriculture. At least one employee performing application duties under this contract must have a current Pesticide Applicator License issued by the Georgia Department of Agriculture in the Right-of-Way Category (No Exceptions). Bidders must submit all applicable licenses and permits with bid documents.
- Equipment Requirements: The equipment requirements shall be considered adequate by industry standards as a functional application apparatus. The Contractor shall be required to demonstrate that their equipment and operators are capable of applying an even and controlled application of material to all areas of the right-of-way.
- Mobilizing Equipment and Roadway Areas: Prior to commencement of work, all equipment necessary to perform the required services in this contract shall be inspected and approved by County. Each motorized unit of mobile spray equipment must be free of oil and fluid leaks, as well as have had proper maintenance and inspection before being onsite. Proper safeguards such as spill kits and fire extinguishers must be onboard all vehicles. Spraying vehicles shall also be equipped with adequate flashing warning lights which shall be in operation during spraying activities.



- All Spray Patterns or Outlets: All spray patterns or outlets shall have instantaneous shut-off valves immediately accessible to the spray operator from their operating position.
- Flow Control Equipment: This spray technology is required to account for acres applied. It shall be electronically controlled and capable of delivering the specified chemical application rates on a per acre basis independent of vehicle ground speed.
- HERBICIDES: The County has a specific interest in maintaining public support and does not wish to disturb the aesthetic integrity of its roadways. The County requires these applications adhere to the terms listed below, per application. Any brand name or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredient in the same percentages as the items listed in these bid documents. If notation of a substitution is not made, it is assumed that the vendor is bidding the item specified.
  - Brush Spraying (Dirt Road ROW): Calibrated Equipment shall apply the following herbicides, per the label, to the County's satisfaction: Garlon 3A at 4 quarts per acre, Escort at 2 oz. per acre, RoundUp Pro at 2 quarts per acre, and 90/10 surfactant at 1 quart per hundred gallons.
- Daily Progress Reports: The Contractor shall submit a written report each day to the County of work performed the previous day. The above report can be a copy of the Herbicide Application Report, as long as it has accurate descriptions of the areas treated each workday. A blank copy of this report must be submitted with quotation for approval.
- Contractor is fully responsible for chemical storage, handling, and container disposal.
- Contractor is fully responsible and liable for any damage as a result of off-site drift to include any dominate perennial grass. Contractor shall have a plan for addressing non-target damage directly with affected property owners. While spraying, the Contractor shall, at all times, exercise extreme care to prevent damage to residential planting, vegetables, flower gardens, any susceptible farm crops or other desirable plants adjacent to the roadside. The Contractor shall have the right to shut off the spray at any time that he may feel that the application of the spray might cause such damage.



General Information:

- The County reserves the right to reject and or all bids or proposals, to waive technicalities, and to make a selection and final award as deemed to be in the best interest of the County.
- Provider selection will be based on the information contained in the bids, and incomplete or inaccurate information may result in disqualification of a proposal or a bidder.
- The Jones County Board of Commissioners reserves the right to accept or reject any or all bids, to solicit additional bids, or to amend or revise bid documents.
- The proposal submitted by each proposed service provider will be treated as best and final. There will be no opportunity to negotiate fees during the selection process.
- The County does not guarantee the purchase of any/all equipment or services.
- The County reserves the right to terminate any contract for this equipment and/or services for any of the following reasons:
  - a. If the equipment/service is not delivered/completed on an agreed-upon schedule.
  - b. If the equipment/services delivered is not the same equipment/services bid.
  - c. Receipt of substandard product/service.
  - d. Poor workmanship.



## DRUG FREE WORKPLACE CERTIFICATION

The signer of the Jones County Contract certifies that the provisions of code sections 50-24-1, through 50-24-6 of the Official Code of Georgia Annotated relating to the \*\* Drug Free Workplace Act \*\* have been complied with in full. The signer further certifies that:

- (1) A drug-free workplace will be provided for the contractor's employees during the performance of the contract: and
- (2) Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:

Subcontractor certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of code section, 50-24-3. Also the signer further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of the contract.



**Bid Form**

• **Checklist**

- Copy of commercial applicators license attached**
- Copy of individual applicator license attached**
- Reference Sheet completed and attached**
- Insurance requirements met**
- E-Verify Documents Complete and attached**

- **Brush Spraying (Dirt Road ROW): \$\_\_\_\_\_ /acre (price per ACRE)**

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_



**Receipt of Addenda**

**Number**

**Signature**

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## References

**Government/Company:**

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**Contact Person:**

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**Title:**

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**Phone Number:**

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**Project Description:**

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**Date of Project:**

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**Government/Company:**

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**Contact Person:**

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**Title:**

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**Phone Number:**

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**Project Description:**

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**Date of Project:**

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**Government/Company:**

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**Contact Person:**

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**Title:**

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**Phone Number:**

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**Project Description:**

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**Date of Project:**

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## **Contractor Insurance Requirements**

**Contractor's Insurance Provisions:** During the life of the contract and for such additional time as may be required, the contractor will provide, pay for, and maintain in full force and effect the insurance outlined here for coverages at not less than the prescribed minimum limits of liability, covering the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

**Certificate of Insurance:** Before starting work, the contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverages required here are in effect and specifying that the liability coverages are written on an occurrence form and that the coverages will not be canceled, nonrenewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without 60 days advance written notice to:

Jones County Board of Commissioners  
P. O. Box 1359  
Gray, Ga. 31032

Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

The acceptance of delivery by the owner of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the owner that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If the contractor fails to maintain the insurance as set forth here, the owner will have the right, but not the obligation, to purchase said insurance at the contractor's expense. Alternately, the contractor's failure to maintain the required insurance may result in termination of this contract at owner's option.

**Insurance Primary:** All coverage required of the contractor will be primary over any insurance or self-insurance program carried by the owner.

**No Reduction or Limit of Obligation:** By requiring insurance, the owner does not represent that coverage and limits will necessarily be adequate to protect the contractor. Insurance affected or procured by the contractor will not reduce or limit the contractor's contractual obligation to indemnify and defend the owner for claims or suits which result from or are connected with the performance of this contract.

**Duration of Coverage:** All required coverage will be maintained without interruption during the entire term of this contract and following final acceptance of the property by the owner.



**Subcontractor's Insurance:** The contractor will cause each sub-contractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**Insurance Limits and Coverage:** To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Service Office (ISO) policies, forms, and endorsements.

If the contractor has any self-insured retentions, or deductible under any of the following minimum required coverages, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible will be the contractor's sole responsibility.

**Commercial General Liability:** The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits and coverage:

Minimum limits:       \$1,000,000 each occurrence  
                              \$2,000,000 general aggregate with dedicated limits per project site  
                              \$2,000,000 products and completed operations aggregate

**Worker's Compensation:** The contractor will maintain workers' compensation and employer's liability insurance.

Minimum limits:       Workers' compensation – statutory limit  
                              Employer's liability:  
  \$1,000,000 bodily injury for each accident  
  \$1,000,000 bodily injury by disease for each employee  
  \$1,000,000 bodily injury disease aggregate



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (Jones County) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



# Affidavit Verifying Status County Public Benefit Application Jones County Board of Commissioners

By executing this affidavit under oath, as an applicant for a Jones County Georgia Business Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Jones County Business Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit for \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

\_\_\_\_\_

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\*

\_\_\_\_\_ Alien Registration number for non-citizens

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**\*Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_



**OPTIONAL — FOR NON-BIDDERS ONLY**

**JONES COUNTY BOARD OF COMMISSIONERS – PURCHASING DEPARTMENT  
NO BID STATEMENT**

In an effort to make the procurement of goods and services for the County as competitive as possible, we are soliciting information from contractors and/or vendors who cannot bid. Your responsiveness and constructive comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues that you feel needs to be addressed.

- Specifications - Restrictive, too light", unclear, specialty item, geared toward one (1) brand or manufacturer only. *(Please explain in detail below).*
- Manufacturing - Unique item, production time for model has expired, etc.
- Bid Time - Insufficient time to properly respond to bid or proposal.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Payment terms unacceptable. *(Please be specific)*
- Bonding - We are unable to meet bonding requirements.
- Insurance - We are unable to meet insurance requirements.
- Removal - Remove our firm from your bidders list for the particular commodity or service.
- Keep - Please keep our company on your bidders list for future reference.
- Project is: \_\_\_\_/ Too Large \_\_\_\_\_ / Too Small \_\_\_\_\_/ Site or Location is Too Distant
- Miscellaneous - Do not wish to bid, do not handle this type of item(s) or services, unable to compete, Contract clauses are unacceptable, etc. *(Please be specific)*
- Our company would only be interested in this project as a subcontractor or supplier.

**VENDOR STATEMENT:**

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Bid Description: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Official Name: \_\_\_\_\_

Company Official Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**JONES COUNTY BOARD OF COMMISSIONERS – PURCHASING DEPARTMENT  
(478) 986-6405 x 161  
leslie.faulk@jonescountyga.org**